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 ESTATE OF ABEL CHACON, by and through successors in interest, Becky Shorty
 and Charles Chacon; BECKY SHORTY, individually; CHARLES CHACON,
 individually

UNITED STATES DISTRICT COURT
THE CENTRAL DISTRICT OF CALIFORNIA -EASTERN DIVISION

ESTATE OF ABEL CHACON, by
 and through successors in interest,
 Becky Shorty and Charles Chacon;
 BECKY SHORTY, individually;
 CHARLES CHACON, individually,

Plaintiffs,

v.

COUNTY OF RIVERSIDE, a public
 entity; RIVERSIDE COUNTY
 SHERIFF'S DEPARTMENT;
 SHERIFF CHAD BIANCO, in his
 individual and official capacities;
 EDWARD DELGADO; JAMES
 KRACHMER; DAVID HOLM;
 RONALD SANCHEZ; and DOES 1
 through 10, individually, jointly and
 severally,

Defendants.

CASE NO. 5:23-cv-00990-JGB-SHK
*[Assigned to the Hon. Jesus G. Bernal,
 District Judge; Referred to the Hon.
 Shashi H. Kewalramani, Magistrate
 Judge]*

DISCOVERY MATTER

**[PROPOSED] STIPULATED
 PROTECTIVE ORDER**

Discovery Cutoff: TBD
 Trial: TBD

1 **1. A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
6 the following Stipulated Protective Order. The parties acknowledge that this Order
7 does not confer blanket protections on all disclosures or responses to discovery and
8 that the protection it affords from public disclosure and use extends only to the limited
9 information or items that are entitled to confidential treatment under the applicable
10 legal principles. The parties further acknowledge, as set forth in Section 12.3 (Filing
11 Protected Material), below, that this Stipulated Protective Order does not entitle them
12 to a file confidential information under seal; Civil Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a party
14 seeks permission from the court to file material under seal.

15 **B. GOOD CAUSE STATEMENT**

16 Plaintiffs and the individual Defendants may produce certain documents
17 in this case that contain personal medical, employment or financial information. Such
18 information may implicate the privacy interests of the party and are properly protected
19 through a Fed. R. Civ. P. 26(c) protective order. *Seattle Times Co. v. Rhinehart*, 467
20 U.S. 20, 35 n.21 (1984) (“Rule 26(c) includes among its express purposes the
21 protection of a ‘party or person from annoyance, embarrassment, oppression or undue
22 burden or expense.’ Although the Rule contains no specific reference to privacy or to
23 other rights or interests that may be implicated, such matters are implicit in the broad
24 purpose and language of the Rule.”); *Soto v. City of Concord*, 162 F.R.D. 603, 617
25 (N.D. Cal. 1995) (a party’s privacy rights are to be protected through a “carefully
26 crafted protective order.”).

27 Defendants contend that there is good cause and a particularized need for a
28 protective order to preserve the interests of confidentiality and privacy in peace officer

1 personnel file records and associated investigative or confidential records for the
2 following reasons.

3 First, Defendants contend that peace officers have a federal privilege of privacy
4 in their personnel file records: a reasonable expectation of privacy therein that is
5 underscored, specified, and arguably heightened by the *Pitchess* protective procedure
6 of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027, 1033-1034
7 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665, *2-3, 12-13
8 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies to privilege based
9 discovery disputes involving federal claims,” the “state privilege law which is
10 consistent with its federal equivalent significantly assists in applying [federal] privilege
11 law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D. 603, 613 n. 4, 616
12 (N.D. Cal. 1995) (peace officers have constitutionally-based “privacy rights [that] are
13 not inconsequential” in their police personnel records); *cf.* Cal. Penal Code §§ 832.7,
14 832.8; Cal. Evid. Code §§ 1040-1047. Defendants further contend that uncontrolled
15 disclosure of such personnel file information can threaten the safety of non-party
16 witnesses, officers, and their families/associates.

17 Second, Defendants contend that municipalities and law enforcement agencies
18 have federal deliberative-executive process privilege, federal official information
19 privilege, federal law enforcement privilege, and federal attorney-client privilege
20 (and/or attorney work product protection) interests in the personnel files of their peace
21 officers – particularly as to those portions of peace officer personnel files that contain
22 critical self-analysis, internal deliberation/decision-making or evaluation/analysis, or
23 communications for the purposes of obtaining or rendering legal advice or analysis –
24 potentially including but not limited to evaluative/analytical portions of Internal Affairs
25 type records or reports, evaluative/analytical portions of supervisory records or reports,
26 and/or reports prepared at the direction of counsel, or for the purpose of obtaining or
27 rendering legal advice. *See Sanchez*, 936 F.2d at 1033-1034; *Maricopa Audubon Soc’y*
28 *v. United States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir. 1997); *Soto*, 162

1 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654, 668-671 (N.D. Cal.
2 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998); *Hamstreet v. Duncan*,
3 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co. v. United States Dist.*
4 *Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants further contend that such
5 personnel file records are restricted from disclosure by the public entity's custodian of
6 records pursuant to applicable California law and that uncontrolled release is likely to
7 result in needless intrusion of officer privacy; impairment in the collection of third-
8 party witness information and statements and related legitimate law enforcement
9 investigations/interests; and a chilling of open and honest discussion regarding and/or
10 investigation into alleged misconduct that can erode a public entity's ability to identify
11 and/or implement any remedial measures that may be required.

12 Third, Defendants contend that, since peace officers do not have the same rights
13 as other private citizens to avoid giving compelled statements, it is contrary to the
14 fundamental principles of fairness to permit uncontrolled release of officers' compelled
15 statements. *See generally Lybarger v. City of Los Angeles*, 40 Cal.3d 822, 828-830
16 (1985); *cf.* U.S. Const., amend V.

17 Accordingly, Defendants contend that, without a protective order preventing
18 such, production of confidential records in the case can and will likely substantially
19 impair and harm defendant public entity's interests in candid self-critical analysis,
20 frank internal deliberations, obtaining candid information from witnesses, preserving
21 the safety of witnesses, preserving the safety of peace officers and peace officers'
22 families and associates, protecting the privacy officers of peace officers, and preventing
23 pending investigations from being detrimentally undermined by publication of private,
24 sensitive, or confidential information – as can and often does result in litigation.

25 Plaintiffs do not agree with and do not stipulate to Defendants' contentions stated
26 above. Plaintiffs have expressed their concerns pertaining to the use of stipulated
27 protective orders in federal civil rights actions. To begin, documents exchanged in
28 discovery are presumptively public in nature. *San Jose Mercury News, Inc. v. U.S.*

1 *District Court*, 187 F.3d 1096, 1103 (9th Cir. 1999). Furthermore, the public maintains
 2 a notable interest in the protection of civil rights and government accountability,
 3 including in allegations of law enforcement misconduct. *See, e.g., Nixon v. Warner*
 4 *Communications, Inc.*, 435 U.S. 589, 597 & n. 7 (1978) (explaining the interest of
 5 citizens in “keep[ing] a watchful eye on the workings of public agencies”). While
 6 Plaintiffs do not disagree that certain law enforcement documents, and specifically
 7 personnel files, warrant the protections afforded by protective orders, Plaintiffs object
 8 to the use of protective orders as blanket “confidential” designations. Given the legal
 9 issues existing in the *Chacon* matter (*i.e.*, whether custody/medical personnel’s
 10 deliberate indifference resulted in an in-custody death of a pretrial detainee), it is
 11 Plaintiffs’ position that the public interest in government accountability and
 12 transparency clearly outweighs any speculative harms the Defendants may allege
 13 exist.¹ Nonetheless, and in the interest of expediency given the controlling Scheduling
 14 Order in the *Chacon* matter, Plaintiffs agree to enter into a Stipulated Protective Order
 15 to preserve the respective interests of the parties.

16 17 **2. DEFINITIONS**

18 2.1 Action: This pending federal law suit.

19 2.2 Challenging Party: a Party or Non-Party that challenges the designation
 20 of information or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
 22 how it is generated, stored, or maintained) or tangible things that qualify for
 23 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
 24 Good Cause Statement.

25 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
 26

27 ¹ As a general rule, the public is permitted access to litigation documents and information produced during
 28 discovery, and the party opposing such disclosure must demonstrate particularized harm and, if such specific harm does
 exist, the Court must still proceed to balance the competing private and public interests at stake. *In re Roman Catholic*
Archbishop, 661 F.3d 417 (9th Cir. 2011); *see also Glenmede Trust Co. v. Thompson*, 56 F.3d 476, 483 (3d Cir. 1995)
 (identifying factors to consider in balancing competing interests.)

1 their support staff).

2 2.5 Designating Party: a Party or Non-Party that designates information or
3 items that it produces in disclosures or in responses to discovery as
4 “CONFIDENTIAL.”

5 2.6 Disclosure or Discovery Material: all items or information, regardless
6 of the medium or manner in which it is generated, stored, or maintained (including,
7 among other things, testimony, transcripts, and tangible things), that are produced or
8 generated in disclosures or responses to discovery in this matter.

9 2.7 Expert: a person with specialized knowledge or experience in a matter
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as
11 an expert witness or as a consultant in this Action.

12 2.8 House Counsel: attorneys who are employees of a party to this Action.
13 House Counsel does not include Outside Counsel of Record or any other outside
14 counsel.

15 2.9 Non-Party: any natural person, partnership, corporation, association, or
16 other legal entity not named as a Party to this action.

17 2.10 Outside Counsel of Record: attorneys who are not employees of a party
18 to this Action but are retained to represent or advise a party to this Action and have
19 appeared in this Action on behalf of that party or are affiliated with a law firm which
20 has appeared on behalf of that party, including support staff.

21 2.11 Party: any party to this Action, including all of its officers, directors,
22 employees, consultants, retained experts, and Outside Counsel of Record (and their
23 support staffs).

24 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
25 Discovery Material in this Action.

26 2.13 Professional Vendors: persons or entities that provide litigation support
27 services (e.g., photocopying, videotaping, translating, preparing exhibits or
28 demonstrations, and organizing, storing, or retrieving data in any form or medium)

1 and their employees and subcontractors.

2 2.14 Protected Material: any Disclosure or Discovery Material that is
3 designated as “CONFIDENTIAL.”

4 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
5 from a Producing Party.

6 **3. SCOPE**

7 The protections conferred by this Stipulation and Order cover not only
8 Protected Material (as defined above), but also (1) any information copied or
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or
10 compilations of Protected Material; and (3) any testimony, conversations, or
11 presentations by Parties or their Counsel that might reveal Protected Material.

12 Any use of Protected Material at trial shall be governed by the orders of the
13 trial judge. This Order does not govern the use of Protected Material at trial.

14 **4. DURATION**

15 Even after final disposition of this litigation, the confidentiality obligations
16 imposed by this Order shall remain in effect until a Designating Party agrees
17 otherwise in writing or a court order otherwise directs. Final disposition shall be
18 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
19 or without prejudice; and (2) final judgment herein after the completion and
20 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
21 including the time limits for filing any motions or applications for extension of time
22 pursuant to applicable law.

23 **5. DESIGNATING PROTECTED MATERIAL**

24 5.1 Exercise of Restraint and Care in Designating Material for Protection.

25 Each Party or Non-Party that designates information or items for protection under
26 this Order must take care to limit any such designation to specific material that
27 qualifies under the appropriate standards. The Designating Party must designate for
28 protection only those parts of material, documents, items, or oral or written
communications that qualify so that other portions of the material, documents, items,

1 or communications for which protection is not warranted are not swept unjustifiably
2 within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations
4 that are shown to be clearly unjustified or that have been made for an improper
5 purpose (e.g., to unnecessarily encumber the case development process or to impose
6 unnecessary expenses and burdens on other parties) may expose the Designating
7 Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it
9 designated for protection do not qualify for protection, that Designating Party must
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in
12 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
14 under this Order must be clearly so designated before the material is disclosed or
15 produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic
18 documents, but excluding transcripts of depositions or other pretrial or trial
19 proceedings), that the Producing Party affix at a minimum, the legend
20 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
21 contains protected material. If only a portion or portions of the material on a page
22 qualifies for protection, the Producing Party also must clearly identify the protected
23 portion(s) (e.g., by making appropriate markings in the margins).

24 A Party or Non-Party that makes original documents available for
25 inspection need not designate them for protection until after the inspecting Party has
26 indicated which documents it would like copied and produced. During the inspection
27 and before the designation, all of the material made available for inspection shall be
28 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents
it wants copied and produced, the Producing Party must determine which documents,

1 or portions thereof, qualify for protection under this Order. Then, before producing
2 the specified documents, the Producing Party must affix the “CONFIDENTIAL
3 legend” to each page that contains Protected Material. If only a portion or portions of
4 the material on a page qualifies for protection, the Producing Party also must clearly
5 identify the protected portion(s) (e.g., by making appropriate markings in the
6 margins). Markings added to documents pursuant to this paragraph shall not obscure
7 the content or text of the documents produced.

8 (b) for testimony given in depositions that the Designating Party identify
9 the Disclosure or Discovery Material on the record, before the close of the deposition
10 all protected testimony. The court reporter must affix to each such transcript page
11 containing Protected Material the “CONFIDENTIAL legend”, as instructed by the
12 Designating Party.

13 (c) for information produced in some form other than documentary and
14 for any other tangible items, that the Producing Party affix in a prominent place on
15 the exterior of the container or containers in which the information is stored the
16 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants
17 protection, the Producing Party, to the extent practicable, shall identify the protected
18 portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
20 failure to designate qualified information or items does not, standing alone, waive the
21 Designating Party’s right to secure protection under this Order for such material.
22 Upon timely correction of a designation, the Receiving Party must make reasonable
23 efforts to assure that the material is treated in accordance with the provisions of this
24 Order.

25 5.4 Privilege Log

26 If a party withholds information that is responsive to a discovery request by
27 claiming that it is privileged or otherwise protected from discovery, that party shall
28 promptly prepare and provide a privilege log that is sufficiently detailed and
informative for the opposing party to assess whether a document's designation as

1 privileged is justified. *See* Fed. R. Civ. P. 26(b)(5). The privilege log shall set forth
 2 the privilege relied upon and specify separately for each document or for each category
 3 of similarly situated documents:

- 4 (a) the title and description of the document, including number of pages
 5 or Bates- number range;
- 6 (b) the subject matter addressed in the document;
- 7 (c) the identity and position of its author(s);
- 8 (d) the identity and position of all addressees and recipients;
- 9 (e) the date the document was prepared and, if different, the date(s) on
 10 which it was sent to or shared with persons other than its author(s); and
- 11 (f) the specific basis for the claim that the document is privileged and
 12 protected.

13 Communications involving counsel that post-date the filing of the complaint
 14 need not be placed on a privilege log.

15 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 17 designation of confidentiality at any time that is consistent with the Court's
 18 Scheduling Order.

19 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute
 20 resolution process under Civil Local Rule 37-1 et seq.

21 6.3 Burden of Persuasion

22 The burden of persuasion in any such challenge proceeding shall be on the
 23 Designating Party. Frivolous challenges, and those made for an improper purpose
 24 (e.g., to harass or impose unnecessary expenses and burdens on other parties), may
 25 expose the Challenging Party to sanctions. Unless the Designating Party has waived
 26 or withdrawn the confidentiality designation, all parties shall continue to afford the
 27 material in question the level of protection to which it is entitled under the
 28 Producing Party's designation until the Court rules on the challenge.

1 6.4 Withdrawal of “CONFIDENTIAL” Designation.

2 At its discretion, a Designating Party may remove Protected Material from some or all
3 of the protections and provisions of this Stipulated Protective Order at any time by any
4 of the following methods:

5 (a) Express Written Withdrawal. A Designating Party may withdraw a
6 “CONFIDENTIAL” designation made to any specified Protected Material from some
7 or all of the protections of this Stipulated Protective Order by an express withdrawal in
8 writing signed by the Designating Party or Designating Party’s counsel (but not
9 including staff of such counsel) that specifies and itemizes the Disclosure or Discovery
10 Material previously designated as Protected Material that shall not longer be subject to
11 some or all of the provisions of this Stipulated Protective Order. Such express
12 withdrawal shall be effective when transmitted or served upon the Receiving Party. If
13 a Designating Party is withdrawing Protected Material from only some of the
14 provisions/protections of this Stipulated Protective Order, the Designating Party must
15 state which specific provisions are no longer to be enforced as to the specified material
16 for which confidentiality protection hereunder is withdrawn: otherwise, such
17 withdrawal shall be construed as a withdrawal of such material from all of the
18 protections/provisions of this Stipulated Protective Order;

19 (b) Express Withdrawal on the Record. A Designating Party may withdraw
20 a “CONFIDENTIAL” designation made to any specified Protected Material from all
21 of the provisions/protections of this Stipulated Protective Order by verbally consenting
22 in court proceedings on the record to such withdrawal – provided that such withdrawal
23 specifies the Disclosure or Discovery Material previously designated as Protected
24 Material shall no longer be subject to any of the provisions of this Stipulation and
25 Order;

26 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A
27 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL”
28 designation made to any specified Protected Material from all of the

provisions/protections of this Stipulated Protective Order by either (1) making such Protected Material part of the public record – including but not limited to attaching such as exhibits to any filing with the court without moving, prior to such filing, for the court to seal such records; or (2) failing to timely oppose a Challenging Party’s motion to remove a “CONFIDENTIAL” designation to specified Protected Material.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be
2 pursued by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with
4 the subpoena or court order shall not produce any information designated in this
5 action as “CONFIDENTIAL” before a determination by the court from which the
6 subpoena or order issued, unless the Party has obtained the Designating Party’s
7 permission. The Designating Party shall bear the burden and expense of seeking
8 protection in that court of its confidential material, and nothing in these provisions
9 should be construed as authorizing or encouraging a Receiving Party in this Action
10 to disobey a lawful directive from another court.

11 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
12 **PRODUCED IN THIS LITIGATION**

13 (a) The terms of this Order are applicable to information produced by a
14 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
15 produced by Non-Parties in connection with this litigation is protected by the
16 remedies and relief provided by this Order. Nothing in these provisions should be
17 construed as prohibiting a Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to
19 produce a Non-Party’s confidential information in its possession, and the Party is
20 subject to an agreement with the Non-Party not to produce the Non-Party’s
21 confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party
23 that some or all of the information requested is subject to a confidentiality agreement
24 with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably
27 specific description of the information requested; and

28 (3) make the information requested available for inspection by the Non-
Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the Court.

1 **12. MISCELLANEOUS**

2 12.1 Right to Relief. Nothing in this Order abridges the right of any person
3 to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order, no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
11 only be filed under seal pursuant to a court order authorizing the sealing of the specific
12 Protected Material at issue. If a Party's request to file Protected Material under seal
13 is denied by the court, then the Receiving Party may file the information in the public
14 record unless otherwise instructed by the court.

15 **13. FINAL DISPOSITION**

16 After the final disposition of this Action, as defined in Section 4
17 (DURATION), within 60 days of a written request by the Designating Party, each
18 Receiving Party must return all Protected Material to the Producing Party or destroy
19 such material. As used in this subdivision, "all Protected Material" includes all
20 copies, abstracts, compilations, summaries, and any other format reproducing or
21 capturing any of the Protected Material. Whether the Protected Material is returned
22 or destroyed, the Receiving Party must submit a written certification to the Producing
23 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
24 deadline that (1) identifies (by category, where appropriate) all the Protected Material
25 that was returned or destroyed; and (2) affirms that the Receiving Party has not
26 retained any copies, abstracts, compilations, summaries, or any other format
27 reproducing or capturing any of the Protected Material. Notwithstanding this
28 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,

1 deposition and trial exhibits, expert reports, attorney work product, and consultant
2 and expert work product, even if such materials contain Protected Material. Any such
3 archival copies that contain or constitute Protected Material remain subject to this
4 Protective Order as set forth in Section 4 (DURATION).

5 14. Any violation of this Order may be punished by any and all appropriate
6 measures including, without limitation, contempt proceedings and/or monetary
7 sanctions.

8
9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 DATED _____
11

12
13 _____
14 Attorneys for Plaintiff

15 DATED: _____
16

17
18 _____
19 Attorneys for Defendant

20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21
22 DATED: February 23, 2024
23

24 
25 _____
26 Honorable Shashi H. Kewalramani
27 United States Magistrate Judge
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that
 I have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Central District of California on
 [date] in the case of *Estate of Abel Chacon, et al. v. County of Riverside, et al.*; **Case
 No. 5:23-cv-00990-JGB-SHK**. I agree to comply with and to be bound by all the
 terms of this Stipulated Protective Order, and I understand and acknowledge that
 failure to so comply could expose me to sanctions and punishment in the nature of
 contempt. I solemnly promise that I will not disclose in any manner any information
 or item that is subject to this Stipulated Protective Order to any person or entity except
 in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print or
 type full name] of _____ [print or type full
 address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

1 City and State where sworn and signed: _____

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3 Printed name: _____

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5 Signature: _____

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